MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAN E. BRUCE, THOMAS S. BRUCE AND JAMES E. JONES, JR. AND NATURALAND TRUST

(hereinafter referred to as Mortgagor) is well and truly indebted unto

AIKEN-SPEIR, INCORPORATED

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Dollars (\$ 225.000.00 ) due and payable TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 in eighty-three (83) equal successive monthly installments in the amount of \$2,956.88 each, with interest on the unpaid principal balance at the rate of twelve (12%) per cent per annum from September 1, 1975, or such other date as the loan may be funded, payaments to be applied first to interest and then to principal, the first installment to be payable on the first day of October, 1975 and subsequent installments to be payable on the first day of each month thereafter, and one final payment of any accrued interest and unpaid principal due and payable September, 1, 1982. WHENEAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor r ay be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, the Mortgagoe's heirs, successors and assigns:

All that certain piece, parcel or lot of land containing 2.01 acres, situate, lying and being on the western side of South Pleasantburg Drive (S. C. Highway 291) in the County of Greenville, State of South Carolina, being shown on a plat entitled "Property of Dan E. Bruce, et al", revised August 26, 1974, by Dalton & Neves Co. and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the western side of South Pleasantburg Drive, which point is located 400 feet south of the intersection of the western side of South Pleasantburg Drive with the southern side of Cleveland Street, and running thence S. 84-32 W. 250 feet along the line of property of R. E. Ingold to a point in the line of property of Greenville Country Club; thence along the line of property of Greenville Country Club, S. 5-28 E. 350 feet to a point in the center of a Proposed Common Drive; thence along the center of said Proposed Common Drive, N. 84-32 E. 250 feet to a point on the western side of South Pleasantburg Drive; thence along the western side of South Pleasantburg Drive, N. 5-28 W. 350 feet to the point of beginning.

This is a second mortgage, to be junior in lien to a first mortgage thereon in the principal amount of \$1,120,000.00, executed August 29, 1974 by mortgagors to Bankers Trust of South Carolina, N. A.

The undersigned Naturaland Trust, a South Carolina Eleemosynary Corporation, is owner of an undivided interest in the above described property and as an accommodation to Dan E. Bruce, Thomas S. Bruce and James E. Jones, Jr., has agreed to subordinate its interest in said property to the Mortgagee hereunder, its successors and assigns, subject to the understanding and agreement that said Naturaland Trust is not an obligor under the Mortgage Note which this Mortgage secures and does not join in any affirmative covenants, representations or undertakings by the Mortgagors hereunder other than such covenants, representations and agreements which are necessary to perfect a lien hereunder in the Mortgagee, and its successors and assigns.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever Lawfully claiming the same or any part thereof.